



Illinois Environmental Protection Agency · 2200 Churchill Road, Springfield, IL 62706

217/782-9894

Date: August 15, 1985

Ecology and Environment, Inc.

195 Sugg Road

P. O. Box D

Buffalo, New York 14225

Final 9/4/85!

CONTRACT TRANSMITTAL SHEET

IMPORTANT: Please Read Applicable Statement ☐ and Follow Instructions

- ☒ 1. Leave the date of execution blank.
2. Complete the Federal Employment Information Number (FEIN) or Social Security Number block. No contract can be executed without this information.
3. Sign the signature page (top copy only) of the attached contract making sure signature appears on all pages and return immediately to the Contract Administrator, Environmental Protection Agency, 2200 Churchill Road, Springfield, Illinois 62706.

Following receipt of the signed copies, Agency authorization will be made and one copy will be returned to you for your file.

- ☐ Attached please find a copy of your fully executed contract with the Environmental Protection Agency.
- ☐ Sign the signature page (top copy only) of the attached amendment making sure signature appears on all pages and return to the Contract Administrator, Environmental Protection Agency, 2200 Churchill Road, Springfield, Illinois 62706. Following receipt of the signed copies, Agency authorization will be made and one copy will be returned to you for your file.
- ☐ Attached please find a copy of your fully executed contract amendment with the Environmental Protection Agency.

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**STATE OF ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY
PROFESSIONAL SERVICES AGREEMENT**

The Illinois Environmental Protection Agency (hereinafter designated as "Agency") and Ecology and Environment, Inc. an independent contractor (hereinafter designated as "Contractor"), whose address is 195 Sugg Road, Post Office Box D, Buffalo, New York 14225, execute this contract this _____ day of _____ 19____ and hereby agree as follows:

A. **DECLARATIONS** - The Agency is an organizational unit in the Executive Branch of the Government of the State of Illinois. It operates under authority granted by the Illinois Environmental Protection Act and other applicable State and Federal laws and regulations.

B. **LAWS AND CONSTITUTION** - This Agreement is subject to the applicable Laws and Constitution of the State of Illinois. The Contract shall comply with any and all provisions of law and regulations pursuant thereto, and now in effect.

Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims.

C. **BRIBERY** - The Contractor has not been convicted of bribery or attempting to bribe an officer of the State of Illinois, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

D. **WORK TO BE PERFORMED** -

1. The Contractor shall furnish the necessary personnel, materials, services, facilities and otherwise do all things necessary for or incident to the performance of the work at the Dead Creek Project, Sauget and Cahokia, Illinois (LPC #1630200005) (hereinafter designated as "Site") as set forth in:

- a. The Contractor's Proposal dated May 20, 1985;
- b. The Agency's Request for Proposal dated April 3, 1985; and
- c. This contract.

2. The documents cited in Paragraph D(1)(a) and D(1)(b) are incorporated by reference into this contract and made a part hereof. If there is a conflict between the terms and provisions of this contract and the documents cited in Paragraphs D(1)(a) and D(1)(b), the terms and provision of this contract shall control.

3. The work to be performed by the Contractor at the Site shall include, but not be limited to performance of a Remedial Investigation and Feasibility Study (RIFS) as described in the RFP and detailed in the Proposal.

The following RIFS tasks shall be performed by the Contractor:

REMEDIAL INVESTIGATION

1. Initial Meeting
2. Work Plan Requirements
3. Associated Support
4. Additional Data Gathering; Existing Data Review and Evaluation
5. Description of Current Situation
6. Preliminary Report
7. Site Investigations
8. Preliminary Remedial Technologies
9. Site Investigations Analysis
10. Remedial Investigation Report (Draft and Final)
11. Additional Requirements
 - a. Reporting Requirements
 - b. Community Relations
12. Soil Gas Testing in support of the Site Investigations

FEASIBILITY STUDY

1. Description of Proposed Response
2. Development of Alternatives
3. Initial Screening of Alternatives
4. Laboratory Studies
5. Evaluation of the Alternatives
6. Draft Feasibility Study Report
7. Conceptual Design
8. Final Report
9. Additional Requirements
 - a. Reporting Requirements
 - b. Community Relations

E. COSTS --

1. This is a cost plus fixed fee contract with a ceiling price for all work performed under this contract of \$1,012,064.00
2.
 - a. The Contractor shall perform all work under this contract at the rates and in accordance with the schedule of task completion specified in the Contractor's Proposal dated May 20, 1985.
 - b. The Contractor shall be reimbursed at the rates specified in the Contractor's Proposal dated May 20, 1985.
3.
 - a. The cost limit for performance of all work under this contract is \$957,558; this amount subject to change by formal contract amendment.
 - b. The fixed fee portion of this contract is \$54,506; revision (increase) of this amount subject to negotiation if project scope changes significantly.

4. a. Payments shall be made by the Agency based upon invoices from the Contractor detailing the time involved and goods used in completing the requirements of this agreement.
- b. The Contractor shall submit invoices to the Agency no more frequently than every two weeks from the beginning of the contract period.
- c. The Contractor shall present the final invoice to the Agency within thirty (30) days after the Contractor completes full performance under this contract, but no later than September 5, 1986.
- d. The Contractor shall submit invoices to:

Illinois Environmental Protection Agency
2200 Churchill Road
Springfield, Illinois 62706

Attn: Wendy Stralow - Land Pollution Control

5. The Agency will retain five (5) percent of all documented costs and will issue payment for the retained amount(s) in a phased manner at the time phases are completed and approved in writing by the Agency. The phases for retainage of costs are preliminary report, final remedial investigation report, draft feasibility study report, and final feasibility study report.

F. CONTRACT PERIOD - This contract shall be in effect from its date of execution through August 31, 1986 subject to the right of the Agency to unilaterally renew the contract for an additional twelve (12) months or less upon written notice to the Contractor dispatched prior to August 21, 1986.

G. TERMINATION - The performance of all or part of the work under this agreement may be terminated at any time by the Agency, with 14 days written notice to the Contractor.

H. AMENDMENTS - No amendment to this Agreement shall take effect until approved by the Agency and Contractor in writing.

I. EQUAL EMPLOYMENT OPPORTUNITY - In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin or ancestry, marital status, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and, further, that it will

examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements, for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, age, sex, marital status, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Relations Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in his efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency, and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors and, further, it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Illinois Human Rights Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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J. ASSIGNMENTS - Neither this Agreement nor any interest therein, or claimed thereunder, shall be assigned or transferred by Contractor except as specifically authorized by the Agency.

K. SUBCONTRACTS -

(1) Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as specifically authorized by the Agency during the performance of this agreement. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior approval of the Agency.

(2) The subcontractors which the contractor will utilize in the performance of this contract are: (a) Surdex Corp., 520 Spirit of St. Louis Blvd., St. Louis Airport, St. Louis, Missouri 63017 who will provide topographic surveying services. The anticipated amount of money which the previously described subcontractor may receive pursuant to this contract shall not exceed \$14,000.00; (b) Canonie Construction, 400 Park Blvd., Suite 1212, Itasca, Illinois 60143 who will provide drilling services. The anticipated amount of money which the previously described subcontractor may receive pursuant to this contract shall not exceed \$60,000.00; and (c) Technos, Inc., 3333 N.W. 21st Street, Miami, Florida 33142 who will provide remote sensing services. The anticipated amount of money which the previously described subcontractor may receive pursuant to this contract shall not exceed \$15,000.00.

L. LIABILITY OF THE AGENCY - The Contractor agrees that no personal claim shall be made of, or honored by, any independent contractor, employee, or member of the Agency by reason of any provision of this Agreement. If the appropriation of funds by the General Assembly of the State of Illinois available for payment of contractual services is exhausted, neither any other State agency nor office nor any independent Contractor, employee or member of the Agency will be obliged to pay the Contractor anything under the terms of this Agreement, and the Contractor will not be obligated to render service under this Agreement after such exhaustion. The Agency will exercise reasonable care to provide the Contractor with early notification of impending exhaustion of funds.

M. RESPONSIBILITY OF THE CONTRACTOR -

(1) The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Contractor under this agreement as set forth in the documents cited in D(1) of this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(2) The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under this agreement, in accordance with all the terms of this agreement.

N. **WARRANTY OF CONTRACTOR** - The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract in its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder; and that it has not, in estimating the contract price demanded by it included any sum by reason of any such brokerage, commission, or percentage; and that all monies payable to it hereunder are free from obligation to any other person for services rendered, or to have been rendered, in the procurement of this contract. It further agrees that any breach of this warranty shall constitute adequate cause for the termination of this contract by the Agency, and that the Agency may retain to its own use from any sums due or to become due thereunder, any amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

O. **DISCLOSURE** - The Contractor's records relating to this project shall be open and available for copying to authorized auditors representing the Agency, the U.S. Environmental Protection Agency, the U.S. Department of Labor or the Comptroller General of the United States for a period of three years following the final completion of all work and payments required by the terms of this contract.

P. **FINDINGS CONFIDENTIAL** - Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Agency requests to be kept confidential as required by the Illinois Environmental Protection Act (Illinois Revised Statutes, 1983, Chapter 111 1/2, Sections 1007 and 1007.1) shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

Q. **INDEMNITY** - The Contractor hereby assumes entire responsibility, risk, and liability for any and all loss or damage to property owned by Contractor, the Agency or third persons, any injury to or death of any persons (including employees of the Contractor) caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this contract, and Contractor shall indemnify and save harmless the Agency and the State of Illinois from all claims for any such loss, damage, injury or death, except when caused by the negligence of the Agency, or its agents or employees.

R. **INSURANCE** - The Contractor expressly warrants that it is authorized, maintains and shall maintain for the life of this agreement a program for liability arising from the Workman's Compensation and Occupational Diseases Act, and for automobile or any other public or private liability claims imposed by law arising from the Contractor's operations. At the Agency's option, the Contractor shall deliver to the Agency Certificate(s) of Insurance evidencing such coverage.

S. **PROJECT MANAGER** - The Project Manager responsible for monitoring the technical activities under this contract is Steve Dunn or his designee of the Division of Land Pollution Control. Neither the Project Manager nor his designee is authorized to make any commitments or authorize any changes which affect the price, terms or conditions of this contract. The Project Manager

is authorized to approve level of effort changes within the defined scope of work of this contract not affecting price, terms or conditions of this contract. Any such proposed changes shall be referred to the Manager of Hazardous Substance Control Section (DLPC) for appropriate action and concurrence by Manager of the Division of Land Pollution Control.

T. AGENCY'S RIGHT TO SITE VISITATION AND WORK VERIFICATION - The Agency shall have the right to visit the Dead Creek Project, Sauget and Cahokia, Illinois to discuss with the contractor his work activities and to inspect or verify work that has or is being done.

The undersigned further declares that he has carefully examined the proposal, and form of contract and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of site cleanup, and understands that in making this contract he waives all right to plead any misunderstanding regarding the same.

INTRA-AGENCY CONCURRENCE:


Division Manager


Fiscal Officer

Ecology and Environment, Inc.

Illinois Environmental Protection Agency

BY _____

BY _____
Richard J. Carlson, Director

16-0971022

FEIN or Social Security No.

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